

TRANSPORTATION CORPORATION OF AMERICA

P. O. BOX 218 CHICAGO HEIGHTS, ILLINOIS 60411

April 10, 1978

TELEPHONES:
Chicago-568-5000
Chicago Hts.-757-5900

8-104AC11

APR 14 1978

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CC Work

Interstate Commerce Commission
Recordation Clerk
Room 1211
12th & Constitution Ave., N.W.
Washington, D.C. 20423

RECORDATION NO. 6723 A Filed & Recorded

APR 14 1978 -9 15 AM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

Enclosed for recordation under the provision of Section 20(c) of the Interstate Commerce Act, as amended, are five (5) copies of: Rider No. 1067202 to Master Car Agreement No. 10672 dated March 1, 1978, between Transportation Corporation of America and Columbia and Cowlitz Railway Company for 19 Bulkhead Flat Cars. This Rider is renewing these cars for another 60-months. They were originally recorded under Recordation No. 6723 dated July 1972. The car numbers involved in the equipment which is the subject of the enclosed document are as follows:

CLC 1001 thru 1011, both incl., and CLC 1013 thru 1020, both incl.

"Lessor: Transportation Corporation
of America
P O Box 218
Chicago Heights, IL


"Lessee: Columbia and Cowlitz
Railway Company
P O Box 188
Longview, Washington

The undersigned is the Vice President - Finance of Transportation Corporation of America and has knowledge of the matters set forth within the enclosed documents. Kindly record and thereafter return to Transportation Corporation of America, P. O. Box 218, Chicago Heights, IL 60411, or its agent the remaining four (4) copies of the enclosed document, marked "Recorded".

Attached hereto is a remittance in the sum of \$10.00 covering the required Recording Fee.

Cordially,

TRANSPORTATION CORPORATION OF AMERICA


S. D. Christianson
Vice President - Finance

SDC:dk
Enclosures

RECEIVED
APR 14 9 10 AM '78
CERTIFICATION UNIT

Interstate Commerce Commission

Washington, D.C. 20423

4/14/78

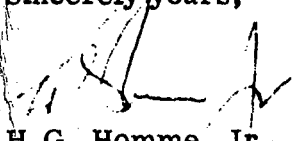
OFFICE OF THE SECRETARY

**Transportation Corp. Of America
P.O.Box 218
Chicago Heights, Illinois 60411
Attn.: S.D. Christianson**

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **4/14/78** at **9:15am**, and assigned recordation number(s) **6723-A**

Sincerely yours,


**H.G. Homme, Jr.
Acting Secretary**

Enclosure(s)

**SE-30-T
(6/77)**

TRANSPORTATION CORPORATION OF AMERICA

RIDER NO. 1067202

TO MASTER CAR AGREEMENT NO. 10672

RECORDATION NO. 6723-4 Filed & Recorded

APR 14 1978 -9 15 AM

IT IS HEREBY AGREED THAT, effective March 1, 1978, this second Interstate Commerce Commission become a part of Master Car Agreement No. 10672 between TRANSPORTATION CORPORATION OF AMERICA and COLUMBIA AND COWLITZ RAILWAY COMPANY, dated June 23, 1972, and filed with the Interstate Commerce Commission on July 12, 1972, with assigned recordation No. 6723, and the cars described herein shall be placed in Columbia and Cowlitz Railway Company service, subject to the terms set forth below:

CAR INITIAL NUMBERS: CLC 1001 thru 1011, both inclusive, and
CLC 1013 thru 1020, both inclusive

CAR OWNERS MARKS: TRANSPORTATION CORPORATION OF AMERICA,
OWNER AND LESSOR: Continental Illinois National
Bank and Trust Company of Chicago, mortgagee.

CLASS OF CAR: Bulkhead Flat Cars

NO. OF CARS: Nineteen (19)

TRUCK CAPACITY: 70-ton

TERM: Sixty (60) consecutive calendar months
immediately following March 1, 1978.

COMMODITY SERVICE: Forest Products

TERMS OF RENT: \$210.00 per car, per month, for 60 months
from date

SPECIAL CONDITIONS: Paragraphs 5 (a), 5 (b), and 5 (c) of Master
Car Lease Agreement 10672 dated June 23, 1972,
are hereby deleted.

MAINTENANCE: (a) The Lessee shall, at its own cost and
expense, maintain and keep the equipment,
including tie down equipment, in good order,
condition and repair, ordinary wear and tear
excepted, suitable for use in interchange.
The Lessee shall not modify any Item of Equip-
ment without the written authority and approval
of the Lessor which shall not be unreasonably
withheld. Any parts installed or replacements
made by the Lessee upon any Item of Equipment
shall be considered accessions to such Item
of Equipment and title thereto shall be immediatel
vested in the Lessor, without cost or expense
to the Lessor.

(b) In the event of the loss, destruction, or
irreparable damage to any of the cars from any
cause whatsoever, except while in possession of
LESSOR, during the continuance of this lease,
the LESSEE shall promptly and fully inform the

LESSOR in regard to such loss, destruction, or damage. If any of said cars are damaged or destroyed, LESSEE shall pay unto LESSOR the cost of repairing such damage, or replacing such lost or destroyed cars. In no case shall that amount exceed the depreciated valuation of such cars as provided for in the Interchange Rules of the Association of American Railroads.

RETURN OF EQUIPMENT UPON
EXPIRATION OF TERM:

Upon the expiration of the term of this Lease whether by default or otherwise with respect to any Item of Equipment, the Lessee will, at its own cost and expense, at the request of the Lessor, deliver possession of such Item of Equipment to the Lessor in good order and repair, ordinary wear and tear excepted, and upon such storage tracks of the Lessee as the Lessor may designate, or in the absence of such designation as the Lessee may select, and permit the Lessor to store such Item of Equipment on such tracks for a period not exceeding 90 days and transport the same at any time within such 90 day period to any reasonable place on the lines of railroad operated by the Lessee or to any connecting carrier for shipment, all as directed by the Lessor upon not less than 30 days' written notice to the Lessee. All movement and storage of each such Item during such period is to be at the risk and expense of the Lessee. During any such storage period the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any such Item, to inspect the same; provided, however, that the Lessee shall not be liable, except in the case of negligence of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence. The assembling, delivery, storage, and transporting of the Equipment as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee to so assemble, deliver, store, and transport the Equipment.

FRA INSPECTION:

Any inspection charges resultant from FRA requirements are not covered by this lease and are for the account of the LESSEE.

(SEAL)
ATTEST:



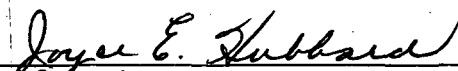
Assistant Secretary

TRANSPORTATION CORPORATION OF AMERICA
(LESSOR)

BY 

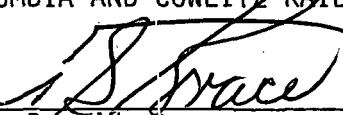
Vice President

(SEAL)
ATTEST:



Asst. Secretary

COLUMBIA AND COWLITZ RAILWAY COMPANY
(LESSEE)

BY 

Vice President